

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Code Enforcement Lien, Case # 08-95-CEB, Request for Reduction of Penalty – Scott H. Weiner & Linda M. Holden-Weiner (previous owner) and Erin Rhodes, Trustee (current owner)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Carolyn Jane Spencer

EXT: 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from \$51,750.00 to \$27,230.80 which represents a 50% reduction of the total lien plus administrative costs of \$1,355.80 for Case # 08-95-CEB on the property located at 702 Fox Valley Drive, Longwood – Scott H. Weiner & Linda M. Holden-Weiner (previous owners) and Erin Rhodes, Trustee (current owner), and require these costs to be paid within 60 days or the lien will revert to its original amount (\$51,750.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$51,750.00 to an amount set by the Board of County Commissioners for Case # 08-95-CEB on the property located at 702 Fox Valley Drive, Longwood - Scott H. Weiner & Linda M. Holden-Weiner (previous owners) and Erin Rhodes, Trustee (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$51,750.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals \$51,750.00 for Case # 08-95-CEB on the property located at 702 Fox Valley Drive, Longwood - Scott H. Weiner & Linda M. Holden-Weiner (previous owners) and Erin Rhodes, Trustee (current owner), and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$51,750.00 for Case # 08-75-CEB on the property located at 702 Fox Valley Drive, Longwood - Scott H. Weiner & Linda M. Holden-Weiner (previous owners) and Erin Rhodes, Trustee (current owner), and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 3 Dick Van Der Weide

Tina Williamson

BACKGROUND:

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on April 4, 2008, the Code Enforcement Officer observed the following violations located at 702 Fox Valley, Longwood: Stagnant or foul water in a

swimming pool and swimming pool not secured according to code in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (n) and (o).

The timeline on these violations is below:

| DATE | ACTION | RESULT |
|--------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| February 25, 2008 | Lis Pendens | HSBC Bank's Notice of Lis Pendens recorded. |
| May 1, 2008 | Notice of Violation issued to Respondents. | Violations remain. |
| May 22, 2008 | Statement of Violation and Request for Hearing. | Filed by Code Enforcement Officer. |
| May 22, 2008 | Notice of Hearing mailed to Respondents. | Weiners' Certified mail returned to Clerk. HSBC's signed certified mail receipt returned to Clerk dated May 27, 2008. Property posted. |
| June 26, 2008 | Code Board Hearing – Findings of Fact, Conclusions of Law and Order. | Order entered by Code Enforcement Board giving a compliance date of July 27, 2008 with a fine of \$250.00 per day if violations are not corrected by compliance date. |
| July 31, 2008 | Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection on July 29, 2008. | Violations remain. |
| September 25, 2008 | Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien. | Order entered by the Code Enforcement Board imposing a lien of \$15,000.00 with fine continuing to accrue at \$250.00 per day until compliance is obtained. |
| January 9, 2009 | Final Summary Judgment of Mortgage Foreclosure | Final Judgment of Foreclosure has been recorded but no Certificate of Title has been issued, thus no change in ownership. |
| February 5, 2009 | Warranty Deed | Warranty Deed transferring ownership of property to Erin Rhodes, as Trustee of the Weiner Residential Land Trust #702, recorded on February 5, 2009. |
| February 24, 2009 | Affidavit of Compliance filed by Code Enforcement Officer after reinspection on | Violations corrected |

| | | |
|----------------|---------------------------------|----------------------------------------------------------------------------------------------------------|
| | February 20, 2009. | |
| March 16, 2009 | Request for Reduction received. | Request for Reduction received with a Contract for Sale attached requiring this item to be fast tracked. |

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is \$271,923.00. The lien totals \$51,750.00.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of \$51,750.00 to \$27,230.80 which represents a 50% reduction of the total lien plus administrative costs of \$1,355.80 for the property located at 702 Fox Valley Drive, Longwood, based on the following facts:

- 1) Based on established Planning procedures, these types of violations and being in non-compliance for 207 days would warrant a 50% reduction of lien.

Staff further recommends that this amount, \$27,230.80, be paid within 60 days or the lien will revert to its original amount (\$51,750.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Lis Pendens
2. SOV & Request for Hearing
3. Notice of Hearing
4. Findings of Fact
5. Affidavit Of Non Compliance
6. Order imposing Lien
7. Judgment of Foreclosure
8. Warranty Deed to Trustee
9. Affidavit Of Compliance
10. Request For Reduction Of Penalty
11. Property Appraiser Data
12. Estimated Cost Of Processing CEB SCSO
13. Estimated Cost Of Processing Planning
14. Satisfaction of Lien

Additionally Reviewed By:☒ County Attorney Review (Melissa Clarke)

IN THE CIRCUIT COURT OF THE EIGHTEENTH
JUDICIAL CIRCUIT IN AND FOR SEMINOLE
COUNTY, FLORIDA

CASE NO. 08CA1054-14-6

HSBC BANK USA, NATIONAL ASSOCIATION AS
TRUSTEE FOR NOMURA HOME EQUITY LOAN,
INC. ASSET-BACKED CERTIFICATES SERIES
2006-FM1

Plaintiff,

v.

SCOTT H. WEINER; UNKNOWN SPOUSE
OF SCOTT H. WEINER; LINDA M. HOLDEN WEINER
A/K/A LINDA M. HOLDEN-WEINER;
UNKNOWN SPOUSE OF LINDA M. HOLDEN WEINER
A/K/A LINDA M. HOLDEN-WEINER; BARBARA R.
BAPTIST; and all unknown parties claiming by, through,
under or against the herein named Defendants, who are not
known to be dead or alive, whether said unknown parties
claim as heirs, devisees, grantees, assignees, lienors, creditors,
trustees, spouses, or other claimants; TENANT #1 and/or
TENANT #2, the parties intended to account for the person
or persons in possession

Defendants.

FILED IN OFFICE
MARYANNE MORSE
CLERK CIRCUIT COURT
08 FEB 25 AM 10:23
BY SEMINOLE CO. FLA.
D.C.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN of the institution in the above-entitled Court, of the above-
styled cause, by the above-named Plaintiff against the above-named Defendants, involving the
following-described property, situate and being in SEMINOLE County, Florida, to-wit:

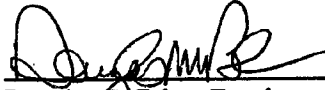
**LOT 14, BLOCK A, SWEETWATER OAKS SECTION -6, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGES 61, 62
AND 63, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.**

seeking the foreclosure of a mortgage on the above property.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Dated this 22 day of February, 2008.

DOUGLAS C. ZAHM, P.A.



Douglas C. Zahm, Esquire
Florida Bar No. 166240 \ SPN No. 231032
Douglas M. Bales, Esquire
Florida Bar No. 0767270
18830 U.S. Highway 19 North, Suite 300
Clearwater, Florida 33764
Telephone No. (727) 536-4911
Fax No. (727) 539-1094
Attorney for Plaintiff

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is not a certified copy

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 08-⁹⁵-CEB

STATEMENT OF VIOLATION(S) AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby request a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Chapter 95, Section 95.4 as defined in Sec. 95.3 (n) and (o)**

LOCATION/ADDRESS WHERE VIOLATION(S) EXISTS: **33-20-29-506-0A00-0140
702 Fox Valley Dr.
Longwood, FL Seminole County**

District # 7
Commissioner District 3

NAME AND ADDRESS OF OWNER: **Scott H. Weiner & Linda M. Holden-Weiner
702 Fox Valley and 400 Sweetwater Blvd.
Longwood, FL 32779 Longwood, FL 32779**

and

**HSBC Bank USA, National Association as Trustee
for Nomura Home Equity Loan, Inc. Asset-Backed Certificates
Series 2006-FM1**

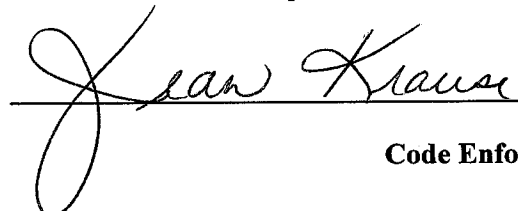
DESCRIPTION OF VIOLATION: **Stagnant or foul water within a swimming pool; and swimming or wading pool not completely enclosed.**

DATE VIOLATION(S) FIRST OBSERVED: **04-04-08**
DATE VIOLATION(S) NOTICE ISSUED: **04-07-08**
DATE VIOLATION(S) TO BE CORRECTED: **04-22-08**
DATE OF LAST INSPECTION: **04-28-08**

INSPECTION RESULTS: **Stagnant or foul water remains within a swimming pool, and the swimming or wading pool is not completely enclosed.**


Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation(s) continues to exist, that attempts to secure compliance with the Code(s) or Ordinances(s) of Seminole County have failed as aforesaid, and that the violation(s) should be referred to the Board for a public hearing.

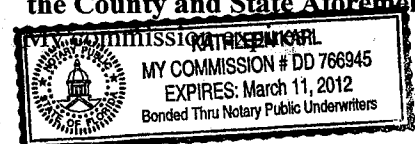
DATED THIS 1st DAY OF May 2008


Jean Krause
Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me on this the 1st day May 2008 by Jean Krause, who is personally known to me, and who did take an oath.


Kathleen Kent
Notary Public in and for
the County and State Aforementioned



**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political subdivision
of the State of Florida,

CASE NO – 08-95-CEB

Petitioner,

COPY

vs.

**SCOTT H. WEINER & LINDA M. HOLDEN-WEINER &
HSBC BANK USA
PARCEL I.D. NO – 33-20-29-506-0A00-0140**

Respondents.

NOTICE OF HEARING

**To: SCOTT H. WEINER &
LINDA M. HOLDEN-WEINER
702 FOX VALLEY DRIVE
LONGWOOD, FLORIDA 32779**

**HSBC BANK USA
C/O DOUGLAS M. BALES, ESQUIRE
DOUGLAS C. ZAHM, P.A.
18830 U.S. HIGHWAY 19 NORTH, SUITE 300
CLEARWATER, FLORIDA 33764**

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 26th day of June 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL**
- 2) SWIMMING POOL NOT COMPLETELY ENCLOSED BY PERMANENT FENCING**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 22nd day of May 2008.

Darlene McGuire
Assistant Clerk to the Code Enforcement Board
Seminole County, Florida

Darlene McGuire

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,
vs.

SCOTT H. WEINER & LINDA M. HOLDEN-WEINER &
HSBC BANK USA
PARCEL I.D. NO - 33-20-29-506-0A00-0140

Respondents.
_____ /

CASE NO. 08-95-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Connie R. [Signature]
DATE: 7-2-08

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-95-CEB, it is determined that the Respondents are:

- (a) the owners of record of the property (Tax Parcel ID # 33-20-29-506-0A00-0140) located at 702 Fox Valley Drive, Longwood, located in Seminole County and legally described as follows:

LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6
PB 18 PG 61 TO 63

- (b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (n) and (o).

It is hereby ordered that this violation constitutes a serious threat to the health, safety, and welfare of the citizens of Seminole County.

It is hereby ordered that the Respondents shall correct the violations on or before July 27, 2008. In order to correct the violations, the Respondents shall take the following remedial action:

- 1) REMOVE OR TREAT STAGNANT OR FOUL WATER
WITHIN SWIMMING OR WADING POOL
- 2) SECURE SWIMMING POOL TO MEET CODE

If the Respondents do not comply with the Order, a fine of \$ 250.00 per day will be imposed for each day the violations continue or are repeated after compliance past July 27, 2008.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2008082414 BK 07031 Pgs 1797 - 1798: (2pgs) RECD 07/17/2008 02:58:59 PM
REC FEES 18.50, RECD BY L.MCKIN

The Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 26th day of June 2008, in Seminole County, Florida.

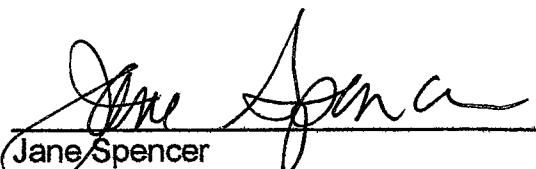
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



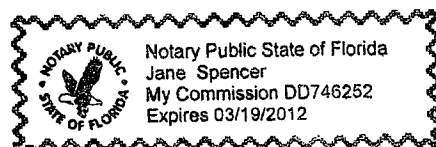
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

CASE NO: 08-95-CEB

Petitioner,
vs.

SCOTT H. WEINER & LINDA M. HOLDEN-WEINER &
HSBC BANK USA
Respondent.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07054 Pg 0424; (1pg)
CLERK'S # 2008097839
RECORDED 08/27/2008 02:16:04 PM
RECORDING FEES 10.00
RECORDED BY G Harford

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for **Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **June 26, 2008** the Board held a public hearing and issued its Order in the above-styled matter
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **July 27, 2008**
3. That a re-inspection was performed on **July 29, 2008**
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the stagnant or foul water within a swimming pool has not been treated/removed & the pool remains unsecured.**

FURTHER AFFIANT SAYETH NOT.

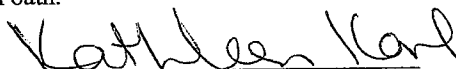
DATED this 31st day of July, 2008



Joann D. Tamulonis, Code Enforcement Officer


STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of July, 2008 by **Joann D. Tamulonis**, who is personally known to me and who did take an oath.



Notary Public in and for the County
and State Aforementioned
My commission expires:



CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: 
DATE: 8/26/08

RETURN TO SANDY MCCANN

RETURN TO SANDY MCCANN

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

ANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07071 Pgs 0647 - 648; (2pgs)
CLERK'S # 2008110958
RECORDED 09/30/2008 02:12:17 PM
RECORDING FEES 18.50
RECORDED BY G Harford

SEMINOLE COUNTY, a political
Subdivision of the State of Florida,

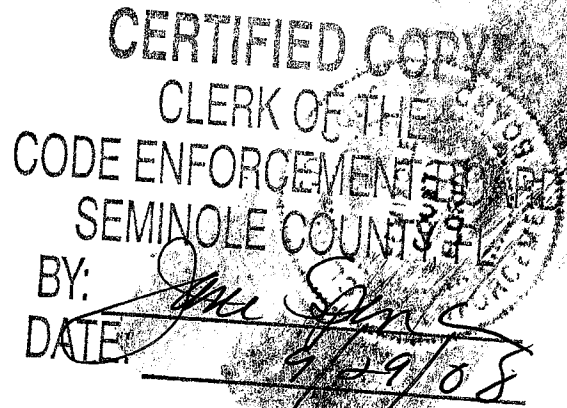
CASE NO. 08-95-CEB

Petitioner,

vs.

**SCOTT WEINER & LINDA HOLDEN-WEINER &
HSBC BANK, USA**
PARCEL I.D. NO - 33-20-29-506-0A00-0140

Respondents.



ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondents are the owners of record of the property (Tax Parcel I.D. # 33-20-29-506-0A00-0140) located at 702 Fox Valley Drive, Longwood, located in Seminole County and legally described as follows:

LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6
PB 18 PG 61 TO 63

This case came on for public hearing before the Code Enforcement Board of Seminole County on June 26, 2008, after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondents in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (n) and (o).

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondents did not take certain corrective action by July 27, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on July 29, 2008.

Accordingly, it having been brought to the Board's attention that Respondents have not complied with the Order dated June 26, 2008, the Board orders that a lien in the amount of **\$15,000.00** for 60 days of non-compliance at \$250.00 per day, from July 28, 2008 through and including September 25, 2008, be imposed; and the fine shall

SCOTT WEINER & LINDA HOLDEN-WEINER &
HSBC BANK, USA

continue to accrue at \$250.00 per day for each day the violation continues or is repeated past September 25, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

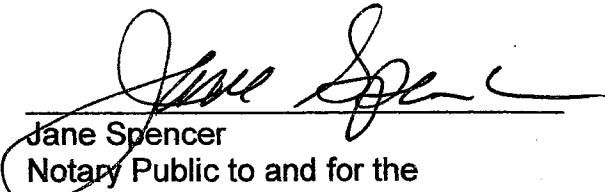
DONE AND ORDERED this 25th day September, 2008, in Seminole County, Florida.

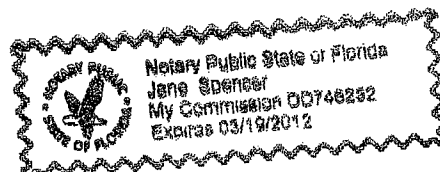
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA


TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Tom Hagood, who is personally known to me.


Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



IN THE CIRCUIT COURT OF THE EIGHTEENTH
JUDICIAL CIRCUIT IN AND FOR SEMINOLE
COUNTY, FLORIDA

CASE NO. 2008CA001054

HSBC BANK USA, NATIONAL ASSOCIATION AS
TRUSTEE FOR NOMURA HOME EQUITY LOAN,
INC. ASSET-BACKED CERTIFICATES SERIES
2006-FM1

Plaintiff,

v.

SCOTT H. WEINER; UNKNOWN SPOUSE
OF SCOTT H. WEINER; LINDA M. HOLDEN WEINER
A/K/A LINDA M. HOLDEN WEINER;
UNKNOWN SPOUSE OF LINDA M. HOLDEN WEINER
A/K/A LINDA M. HOLDEN WEINER; BARBARA R.
BAPTIST; and all unknown parties claiming by, through,
under or against the herein named Defendants, who are not
known to be dead or alive, whether said unknown parties
claim as heirs, devisees, grantees, assignees, lienors, creditors,
trustees, spouses, or other claimants; TENANT #1 and/or
TENANT #2, the parties intended to account for the person
or persons in possession

Defendants.

FILED IN OFFICE
MARYANNE MORSE
CLERK CIRCUIT COURT
09 JAN -9 PM 12:18
BY SEMINOLE CO. FLA.
D.C.

SUMMARY FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came on to be heard this 8th day of January, 2009, upon Plaintiff's Motion for Summary Final Judgment of Foreclosure. The Court has reviewed the Motion and the Affidavits submitted in support thereof, has reviewed the Court file, has heard the argument of those present at the hearing, and being otherwise fully advised in the matter does hereby

ORDER, ADJUDGE AND DECREE:

1. The Defendants in this action have been properly served, and this Court has jurisdiction of the subject matter and the parties and the equities are with the Plaintiff and against each of the Defendants.

2. There has been a default in the payment of sums required to be paid on the Note and Mortgage which are the subject matter of this action and the Plaintiff is entitled to a Summary Final Judgment of Foreclosure.

3. There is due to Plaintiff, HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR NOMURA HOME EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES SERIES 2006-FM1, on the Note and Mortgage foreclosed upon, the following amounts:

| | |
|------------------------------------------------------------------------------------------------------------------------|--------------------|
| Principal Balance | \$ 307,941.75 |
| Pre-Judgment Interest to August 28, 2008 | \$ 38,863.90 |
| Additional Interest from August 29, 2008, to January 8, 2009, 132 days @ \$94.49 per diem | \$ 12,472.68 |
| Late Charges Incurred Prior to Acceleration | \$ 3,152.28 |
| Real Property Taxes Advanced by Plaintiff | \$ 3,931.55 |
| Hazard Insurance Premium Advanced by Plaintiff | \$ 3,591.78 |
| Appraisal Fees | \$ 240.00 |
| Inspection fees | \$ 354.00 |
| NSF check charges | \$ 25.00 |
| Title Policy Search | \$ 300.00 |
| Forbearance Suspense | < \$ 2,134.86 > |
| Court Costs and Abstract Charges | \$ 1,648.98 |
| Attorney's Fees As Set By The Court - The Court Finds <u>12.75</u> Hours At \$ <u>150.00</u> Per Hour To Be Reasonable | \$ <u>1,200.00</u> |

TOTAL SUM: \$ 371,587.06

and such further costs as may be incurred by Plaintiff including, but not limited to, the sale fee and publication of the Notice of Sale, and any advances made by Plaintiff pursuant to the terms of the Note and Mortgage being sued on herein. The TOTAL SUM, exclusive of pre-judgment interest

shall bear interest at the rate of 11% per annum from this date until paid or satisfied. The attorneys fees and costs stated above have been reviewed by the Court and have been determined to be reasonable and authorized by the note and mortgage.

4 Plaintiff, HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR NOMURA HOME EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES SERIES 2006-FM1, holds a lien for the TOTAL SUM set forth in Paragraph 3 hereof, and for the payment of the further costs of this suit, superior to any right, title, interest, claim, or estate of the Defendants, SCOTT H. WEINER; LINDA M. HOLDEN WEINER A/K/A LINDA M. HOLDEN-WEINER; and BARBARA R. BAPTISTE, on the following described property in SEMINOLE County, Florida:

LOT 14, BLOCK A, SWEETWATER OAKS SECTION -6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGES 61, 62 AND 63, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

a/k/a 702 FOX VALLEY DR. LONGWOOD, FL 32779

together with all structures, improvements, fixtures, appliances and appurtenances on said land or used in conjunction therewith.

5. If the TOTAL SUM due to the Plaintiff with interest at the rate prescribed by law, and all costs of this action and proper advances accruing subsequent to the entry of this Judgment are not paid, the Clerk of the above-styled court shall sell the property at public sale on Feb 24, 2009, at 11:00 o'clock a.m. to the highest bidder for cash, in Room S201 in the courthouse located at 301 N. Park Avenue, Sanford, Florida, in accordance with Section 45.031, Florida Statutes. If the property is purchased by other than the Plaintiff, then that purchaser shall pay the documentary stamps, if any, on the Certificate of Title and the court registry fee, if applicable.

ADDITIONAL CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Summary Final Judgment of Foreclosure has been provided by regular U.S. Mail this ____ day of _____,

2009, to:

DOUGLAS C. ZAHM, P.A.
18820 U.S. HIGHWAY 19 NORTH
SUITE 212
CLEARWATER, FLORIDA 33764
ATTORNEY FOR PLAINTIFF

SCOTT H. WEINER
400 North Sweetwater Boulevard
Longwood, Florida 32779

LINDA M. HOLDEN WEINER A/K/A
LINDA M. HOLDEN-WEINER
400 North Sweetwater Boulevard
Longwood, Florida 32779

BARBARA R. BAPTIST
162 Golf Club Drive
Longwood, Florida 32779

By: _____
Judicial Assistant

07-24643\POPULAR\WEINER.297\sfr2

MARYANNE NURSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07129 Pgs 0812 - 814; (3pgs)
CLERK'S # 2009012667
RECORDED 02/05/2009 10:58:00 AM
DEED DOC TAX 0.70
RECORDING FEES 27.00
RECORDED BY L McKinley

Do not write above this line Recording information only

Prepared by and mail after recording to: Erin Rhodes, As Trustee, 5415 Lake Howell Rd, #230, Winter Park,
FL 32792

Warranty Deed to Trustee

The Grantor(s) Scott H. Weiner and Linda M. Holden Weiner, a married couple of the County of Seminole and the State of FL, for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants:

Unto Erin Rhodes, As Trustee, and not personally under the provisions of a trust agreement dated the 28 of October, 2007, known as Weiner Residential Land Trust #702, State of FL, to wit:

See attached exhibit "A"

as per plat thereof recorded in the Office of the Recorder of Seminole, FL.

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

To Have and to Hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In No Case shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase

money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitation contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The Interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent 28 of October, 2007.

In Witness Whereof, the said grantor(s) has(have) hereunto set his(their) hands and seals this 28 of October, 2007, AD. Signed and Sealed and Delivered in our Presence:

William D. Pen

1st Witness (print)

Scott Weiner

Print Name

[Signature] (Seal)
Signature

[Signature]
1st Witness (signature)

Amanda E. Bilbro
2nd Witness (print)

Linda M. Weiner
Print Name

[Signature]
Signature

Amanda E. Bilbro
Witness (signature)

State of FL
County of Seminole

I Heroby Certify that on this day, before me, an officer duly authorized in the State of FL, to take acknowledgments, personally appeared Scott H. Weiner, Linda M. Holden Weiner to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he/she/they) executed the same.

Sept 18, 2011

My Commission Expires

Seminole

My County of Residence

[Signature]
Notary Signature

Amanda E. Bilbro
Printed Notary

AMANDA E. BILBRO
MY COMMISSION #DD715992
EXPIRES: SEP 18, 2011
Bonded through 1st State Insurance

Exhibit "A"

**LOT 14, BLOCK A, SWEETWATER OAKS SECTION - 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 18, PAGES 61, 62, AND 63, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA**

PURSUANT TO THE LAWS OF THE STATE OF FLORIDA THIS IS THE GRANTORS HOMESTEAD

This is not a certified copy

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 08-95CEB

Petitioner,
vs.

Scott H Weiner & Linda M Holden-Weiner

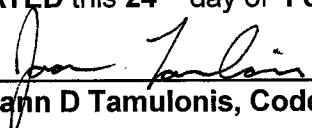
Respondent.

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

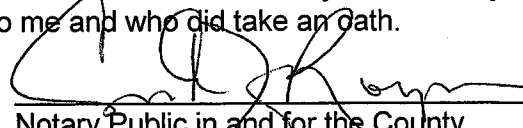
1. That on **June 26, 2008** the Board held a public hearing and issued its Order in the above-styled matter.
2. That pursuant to said order, Respondent was to have taken certain corrective action by or before **July 27, 2008**.
3. That a re inspection was performed and the Respondent was in compliance on **February 20, 2009**
4. That the re inspection revealed that the corrective action ordered by the Board has been taken in that **the pool has been secured and the stagnant/foul water has been removed from the pool.**

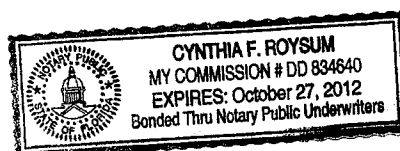
FURTHER AFFIANT SAYETH NOT. DATED this 24th day of February, 2009


Joann D Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of February, 2009, by **Joann D. Tamulonis**, who is personally known to me and who did take an oath.


Notary Public in and for the County
and State Aforementioned
My commission expires:



**SEMINOLE COUNTY
CODE ENFORCEMENT BOARD**
CASE NO. 08-95-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Scott and Linda Weiner

Property Address: 702 Fox Valley Drive
Longwood, FL 32779

Phone number(s) where you can be reached during the day: 407-702-3410

Is the property now in compliance? YES X NO
(If No, explain in detail) _____

Are you claiming a financial hardship? YES X NO

Are you claiming a medical hardship? YES NO X

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Billy Ross

Relationship: Realtor

I, William Ross, do hereby submit this
REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of
penalty imposed and in support offer the following statement:

Currently the home is in pre-foreclosure
we have had the house listed since
October of 2007 and currently are working
with the banks to do a short sale.
We have a contract on the home but
the house is overleveraged with
the 1st and 2nd lien not including
the code enforcement lien. The
Sellers were unaware of the code
enforcement lien and we paid to
have the house put into compliance.

Date: 3-9-09

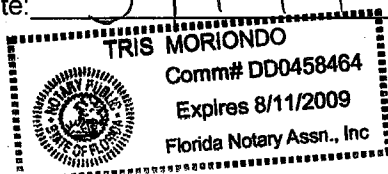
Signed: [Signature]

Print Name: William D Ross

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ Orange

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and
take acknowledgments, William D Ross, who after first being duly sworn,
acknowledged before me that the information contained herein is true and correct. He/she is not
personally known to me and has produced _____ as identification
and did take an oath.

Date: 3/9/09



[Signature]
Notary Public

My commission expires: _____

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

March 9, 2009

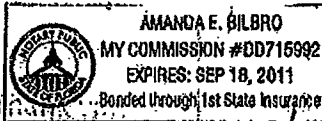
I, Erin Rhodes, as trustee of the Weiner Land Trust #702 hereby authorize William Ross with Remax 200 to speak on my behalf regarding the Code Enforcement Lien #08-95-CEB.

Thank you,

Erin Rhodes, Trustee

Erin Rhodes, Trustee

Amanda E. Bilbro
3/9/2009
state: Florida
County: Orange



"As Is" Contract For Sale And Purchase**"As Is"**

- 1* PARTIES: Wainer Residential Land Trust #702
 2* and Dan Windish _____ ("Seller"),
 3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
 5 I. DESCRIPTION:
 6* (a) Legal description of the Real Property located in, Seminole _____ County, Florida: _____
 7* LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6 PB 18 PG 61 TO 63
 8* (b) Street address, city, zip, of the Property: 702 Fox Valley Dr., Longwood, FL 32779
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
 10 specifically excluded below.
 11* Other items included are: _____
 12* _____
 13* Items of Personal Property (and leased items, if any) excluded are: _____
 14* _____
- 15* II. PURCHASE PRICE (U.S. currency): _____ \$ 170,000.00
 16* PAYMENT:
 17* (a) Deposit held in escrow by Landing Title ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
 18* Escrow Agent's address: 1575 Garden Ave., Melbourne, FL 32954 Phone: 321-259-4445
 19* (b) Additional escrow deposit to be made to Escrow Agent within 3 days after Effective Date in the amount of \$ _____
 20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ 1,700.00
 21* (d) Other _____ \$ _____
 22* (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
 23* to adjustments or proration \$ 32,300.00
- 24* III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
 25* (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
 26* before 1/30/2009 the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
 27* wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
 28* (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
 29* final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
 30* acceptance of this offer or, if applicable, the final counteroffer.
- 31* IV. FINANCING:
 32* ☐ (a) This is a cash transaction with no contingencies for financing;
 33* ☒ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
 34* the Property ("Loan Approval") within 45 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
 35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
 36* exceed primin %, and for a term of 30 years. Buyer will make application within 5 days (if blank, then 5 days) after Effective Date.
 37* BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
 38* Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
 39* not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
 40* lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
 41* real estate licensee(s), and Closing Agent.
 42* SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
 43* delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
 44* notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
 45* DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
 46* by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
 47* Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
 48* ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
 49* fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
 50* returned to Buyer.
 51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
 52* ☐ (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).
- 53* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
 54* exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
 55* (CHECK ONLY ONE): ☒ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
 56* ☐ (2) Buyer at Buyer's expense.
 57* (CHECK HERE: ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on w/ 45 days of effective date (Closing), unless
 59* modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
 60* extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
 61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

PLEASE INITIAL

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
67 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____
68 RESIDENTIAL _____ purpose(s).

69 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions
74 of this Contract in conflict with them.

75 X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract ☐ may
76 assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

77 XI. DISCLOSURES:

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
80 as of Closing, shall be paid as follows: ☒ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons
84 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 563.886, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP
94 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 XII. MAXIMUM REPAIR COSTS: DELETED

97 XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____
98 at a cost not to exceed \$_____.

99 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 7 days from Effective Date ("Inspection Period") within
100 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
101 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
102 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;
103 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
104 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
105 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of
106 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
107 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
108 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements
109 required by Buyer's lender.

110 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:
111 ☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
112 ☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☒ Addenda
113 Special Clause(s): _____

114 1. Offer is subject to lender approval

115 2. Effective date begins once WRITTEN approval of offer has been received by buyer.

116 _____
117 _____
118 _____
119 _____
120 _____
121 _____
122 _____
123 _____
124 _____
125 _____

126 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

PLEASE INITIAL

128
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130
131
132
133
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

SIGN HERE

135*

136 (BUYER)

(DATE)

(SELLER)

(DATE)

137*

138 (BUYER)

(DATE)

(SELLER)

(DATE)

139* Buyers' address for purposes of notice

Sellers' address for purposes of notice

140*

141*

Phone

Phone

142 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
143 this Contract:

144* Name:

145

Cooperating Brokers, if any

Listing Broker

146
147 **"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS**
148 A. **TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,
149 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained
150 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted
151 by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is
152 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the
153 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-
154 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall
155 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,
156 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the
157 defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title
158 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt
159 to examine same in accordance with this "AS IS" Standard.
160 B. **PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
161 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
162 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
163 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
164 standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
165 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
166 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
167 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
168 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement en-
169 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
170 C. **SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-
171 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback
172 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.
173 D. **WOOD DESTROYING ORGANISMS: DELETED**
174 E. **INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
175 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.
176 F. **LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
177 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
178 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
179 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
180 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.
181 G. **LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
182 claim of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
183 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
184 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
185 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
186 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.
187 H. **PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
188 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.
189 I. **TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
190 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
191 next business day. Time is of the essence in this Contract.
192 J. **CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-
193 es, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.
194 K. **EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
195 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
196 mortgage title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.
197 Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing
198 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
199 L. **PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
200 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be
201 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
202 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
203 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mil-
204 lige is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-
205 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,
206 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-
207 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
208 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.
209 M. **(RESERVED - purposely left blank)**
210 N. **INSPECTION AND REPAIR: DELETED**
211 O. **RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which
212 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and
213 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If
214 the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s)
215 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natu-
216 ral occurrence shall be the cost of pruning or removal.
217 P. **CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 827.7841,
218 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

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[Handwritten initials]

218

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)
 220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall
 221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon
 222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal
 223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
 224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-
 225 ranties contained in the deed or bill of sale.

226 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
 227 them promptly, hold same in escrow and, subject to clearances, disburse them in accordance with terms and conditions of this Contract. Failure of funds to
 228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-
 229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall
 230 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
 231 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent
 232 shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
 233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
 234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to
 235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable
 236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this
 237 Contract or gross negligence of Agent.

238 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such lit-
 239 gation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
 240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by
 242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for
 243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,
 244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-
 245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's
 246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records.
 248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and
 249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.
 250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this
 251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
 253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
 254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-
 256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
 258 which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied,
 259 as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as
 260 to a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the
 261 Property without compliance with governmental regulation which have not been disclosed to Buyer.

262 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including,
 263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon
 264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that
 265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all
 266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property
 268 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-
 269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be
 270 contingent upon, nor extended or delayed by, such Exchange.

271 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved
 272 in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the
 273 Buyer or anyone claiming by, through, under or against the Buyer.

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| PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| GENERAL Parcel Id: 33-20-29-506-0A00-0140 Owner: RHODES ERIN TRUSTEE Own/Addr: FBO Mailing Address: 5415 LAKE HOWELL RD #230 City,State,ZipCode: WINTER PARK FL 32792 Property Address: 702 FOX VALLEY DR LONGWOOD 32779 Subdivision Name: SWEETWATER OAKS SEC 06 Tax District: 01-COUNTY-TX DIST 1 Exemptions: 00-HOMESTEAD (2006) Dor: 01-SINGLE FAMILY | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">VALUE SUMMARY</th></tr> <tr> <th>VALUES</th><th>2009 Working</th><th>2008 Certified</th></tr> <tr> <td>Value Method</td><td>Cost/Market</td><td>Cost/Market</td></tr> <tr> <td>Number of Buildings</td><td>1</td><td>1</td></tr> <tr> <td>Depreciated Bldg Value</td><td>\$187,215</td><td>\$208,365</td></tr> <tr> <td>Depreciated EXFT Value</td><td>\$7,558</td><td>\$7,558</td></tr> <tr> <td>Land Value (Market)</td><td>\$56,000</td><td>\$56,000</td></tr> <tr> <td>Land Value Ag</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Just/Market Value</td><td>\$250,773</td><td>\$271,923</td></tr> <tr> <td>Portability Adj</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Save Our Homes Adj</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Assessed Value (SOH)</td><td>\$250,773</td><td>\$271,923</td></tr> <tr> <td colspan="3" style="text-align: center;">Tax Estimator</td></tr> </table> | VALUE SUMMARY | | | VALUES | 2009 Working | 2008 Certified | Value Method | Cost/Market | Cost/Market | Number of Buildings | 1 | 1 | Depreciated Bldg Value | \$187,215 | \$208,365 | Depreciated EXFT Value | \$7,558 | \$7,558 | Land Value (Market) | \$56,000 | \$56,000 | Land Value Ag | \$0 | \$0 | Just/Market Value | \$250,773 | \$271,923 | Portability Adj | \$0 | \$0 | Save Our Homes Adj | \$0 | \$0 | Assessed Value (SOH) | \$250,773 | \$271,923 | Tax Estimator | | | | | | | | | | | | |
| VALUE SUMMARY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VALUES | 2009 Working | 2008 Certified | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Value Method | Cost/Market | Cost/Market | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Buildings | 1 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Depreciated Bldg Value | \$187,215 | \$208,365 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Depreciated EXFT Value | \$7,558 | \$7,558 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Value (Market) | \$56,000 | \$56,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Value Ag | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Portability Adj | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Save Our Homes Adj | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Tax Estimator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SALES <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th><th>Date</th><th>Book</th><th>Page</th><th>Amount</th><th>Vac/Imp</th><th>Qualified</th></tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td><td>10/2007</td><td>07129</td><td>0812</td><td>\$100</td><td>Improved</td><td>No</td></tr> <tr> <td>WARRANTY DEED</td><td>07/2005</td><td>05852</td><td>0929</td><td>\$348,000</td><td>Improved</td><td>Yes</td></tr> <tr> <td>QUIT CLAIM DEED</td><td>09/1998</td><td>03532</td><td>1906</td><td>\$20,000</td><td>Improved</td><td>No</td></tr> <tr> <td>WARRANTY DEED</td><td>09/1982</td><td>01411</td><td>1627</td><td>\$132,000</td><td>Improved</td><td>No</td></tr> <tr> <td>WARRANTY DEED</td><td>11/1979</td><td>01253</td><td>1691</td><td>\$106,000</td><td>Improved</td><td>Yes</td></tr> <tr> <td>WARRANTY DEED</td><td>01/1976</td><td>01096</td><td>0691</td><td>\$55,000</td><td>Improved</td><td>Yes</td></tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p> | | Deed | Date | Book | Page | Amount | Vac/Imp | Qualified | WARRANTY DEED | 10/2007 | 07129 | 0812 | \$100 | Improved | No | WARRANTY DEED | 07/2005 | 05852 | 0929 | \$348,000 | Improved | Yes | QUIT CLAIM DEED | 09/1998 | 03532 | 1906 | \$20,000 | Improved | No | WARRANTY DEED | 09/1982 | 01411 | 1627 | \$132,000 | Improved | No | WARRANTY DEED | 11/1979 | 01253 | 1691 | \$106,000 | Improved | Yes | WARRANTY DEED | 01/1976 | 01096 | 0691 | \$55,000 | Improved | Yes | 2008 VALUE SUMMARY 2008 Tax Bill Amount: \$3,531 2008 Certified Taxable Value and Taxes DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS |
| Deed | Date | Book | Page | Amount | Vac/Imp | Qualified | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 10/2007 | 07129 | 0812 | \$100 | Improved | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 07/2005 | 05852 | 0929 | \$348,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| QUIT CLAIM DEED | 09/1998 | 03532 | 1906 | \$20,000 | Improved | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 09/1982 | 01411 | 1627 | \$132,000 | Improved | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 11/1979 | 01253 | 1691 | \$106,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 01/1976 | 01096 | 0691 | \$55,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAND <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th><th>Frontage</th><th>Depth</th><th>Land Units</th><th>Unit Price</th><th>Land Value</th></tr> </thead> <tbody> <tr> <td>LOT</td><td>0</td><td>0</td><td>1.000</td><td>56,000.00</td><td>\$56,000</td></tr> </tbody> </table> | | Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | LOT | 0 | 0 | 1.000 | 56,000.00 | \$56,000 | LEGAL DESCRIPTION PLATS: <input type="text" value="Pick..."/> LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6 PB 18 PG 61 TO 63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOT | 0 | 0 | 1.000 | 56,000.00 | \$56,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BUILDING INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1 | SINGLE FAMILY | 1975 | 6 | 2,083 | 2,839 | 2,083 | CB/STUCCO FINISH | \$187,215 | \$221,556 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Appendage / Sqft | | GARAGE FINISHED / 528 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Appendage / Sqft | | OPEN PORCH UNFINISHED / 228 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EXTRA FEATURE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Description | Year Blt | Units | EXFT Value | Est. Cost New | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | FIREPLACE | 1975 | 1 | \$600 | \$1,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | POOL GUNITE | 1975 | 544 | \$4,352 | \$10,880 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | COOL DECK PATIO | 1975 | 670 | \$938 | \$2,345 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SCREEN ENCLOSURE | 1975 | 2,085 | \$1,668 | \$4,170 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|------------|---------------|------------------|-----------|---------------|-----------|---------------|-------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------|-----------------|-------|------------------|-----------|-----------|------------------|---------------|---------|---------|---------|-----------|----------|----|---------------|---------|-------|------|-----------|----------|-----|---------------|---------|-------|------|----------|----------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GENERAL Parcel Id: 33-20-29-506-0A00-0140 Owner: WEINER SCOTT H & Own/Addr: HOLDEN-WEINER LINDA M Mailing Address: 702 FOX VALLEY DR City,State,ZipCode: LONGWOOD FL 32779 Property Address: 702 FOX VALLEY DR LONGWOOD 32779 Subdivision Name: SWEETWATER OAKS SEC 06 Tax District: 01-COUNTY-TX DIST 1 Exemptions: 00-HOMESTEAD (2006) Dor: 01-SINGLE FAMILY | | 2008 WORKING VALUE SUMMARY Amendment 1 impact not reflected. Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$208,365 Depreciated EXFT Value: \$7,558 Land Value (Market): \$56,000 Land Value Ag: \$0 Just/Market Value: \$271,923 Assessed Value (SOH): \$271,923 Exempt Value: \$25,000 Taxable Value: \$246,923 Tax Estimator Portability Calculator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>07/2005</td> <td>05852</td> <td>0929</td> <td>\$348,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>09/1998</td> <td>03532</td> <td>1906</td> <td>\$20,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1982</td> <td>01411</td> <td>1627</td> <td>\$132,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1979</td> <td>01253</td> <td>1691</td> <td>\$106,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1976</td> <td>01096</td> <td>0691</td> <td>\$55,000</td> <td>Improved</td> <td>Yes</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision | | Deed | Date | Book | Page | Amount | Vac/Imp | Qualified | WARRANTY DEED | 07/2005 | 05852 | 0929 | \$348,000 | Improved | Yes | QUIT CLAIM DEED | 09/1998 | 03532 | 1906 | \$20,000 | Improved | No | WARRANTY DEED | 09/1982 | 01411 | 1627 | \$132,000 | Improved | No | WARRANTY DEED | 11/1979 | 01253 | 1691 | \$106,000 | Improved | Yes | WARRANTY DEED | 01/1976 | 01096 | 0691 | \$55,000 | Improved | Yes | 2007 VALUE SUMMARY Tax Amount(without SOH): \$4,023 2007 Tax Bill Amount: \$3,861 Save Our Homes (SOH) Savings: \$162 2007 Taxable Value: \$261,461 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS |
| Deed | Date | Book | Page | Amount | Vac/Imp | Qualified | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 07/2005 | 05852 | 0929 | \$348,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| QUIT CLAIM DEED | 09/1998 | 03532 | 1906 | \$20,000 | Improved | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 09/1982 | 01411 | 1627 | \$132,000 | Improved | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 11/1979 | 01253 | 1691 | \$106,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WARRANTY DEED | 01/1976 | 01096 | 0691 | \$55,000 | Improved | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>56,000.00</td> <td>\$56,000</td> </tr> </tbody> </table> | | Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | LOT | 0 | 0 | 1.000 | 56,000.00 | \$56,000 | LEGAL DESCRIPTION PLATS: <input type="text" value="Pick..."/> LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6 PB 18 PG 61 TO 63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOT | 0 | 0 | 1.000 | 56,000.00 | \$56,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BUILDING INFORMATION <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Living SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1975</td> <td>6</td> <td>2,083</td> <td>2,839</td> <td>2,083</td> <td>CB/STUCCO FINISH</td> <td>\$208,365</td> <td>\$244,417</td> </tr> </tbody> </table> Appendage / Sqft GARAGE FINISHED / 528 Appendage / Sqft OPEN PORCH UNFINISHED / 228 NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished Permits | | Bld Num | Bld Type | Year Blt | Fixtures | Base SF | Gross SF | Living SF | Ext Wall | Bld Value | Est. Cost New | 1 | SINGLE FAMILY | 1975 | 6 | 2,083 | 2,839 | 2,083 | CB/STUCCO FINISH | \$208,365 | \$244,417 | | | | | | | | | | | | | | | | | | | | | | | |
| Bld Num | Bld Type | Year Blt | Fixtures | Base SF | Gross SF | Living SF | Ext Wall | Bld Value | Est. Cost New | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | SINGLE FAMILY | 1975 | 6 | 2,083 | 2,839 | 2,083 | CB/STUCCO FINISH | \$208,365 | \$244,417 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EXTRA FEATURE <table border="1"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>FIREPLACE</td> <td>1975</td> <td>1</td> <td>\$600</td> <td>\$1,500</td> </tr> <tr> <td>POOL GUNITE</td> <td>1975</td> <td>544</td> <td>\$4,352</td> <td>\$10,880</td> </tr> <tr> <td>COOL DECK PATIO</td> <td>1975</td> <td>670</td> <td>\$938</td> <td>\$2,345</td> </tr> <tr> <td>SCREEN ENCLOSURE</td> <td>1975</td> <td>2,085</td> <td>\$1,668</td> <td>\$4,170</td> </tr> </tbody> </table> NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value. | | Description | Year Blt | Units | EXFT Value | Est. Cost New | FIREPLACE | 1975 | 1 | \$600 | \$1,500 | POOL GUNITE | 1975 | 544 | \$4,352 | \$10,880 | COOL DECK PATIO | 1975 | 670 | \$938 | \$2,345 | SCREEN ENCLOSURE | 1975 | 2,085 | \$1,668 | \$4,170 | | | | | | | | | | | | | | | | | | |
| Description | Year Blt | Units | EXFT Value | Est. Cost New | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIREPLACE | 1975 | 1 | \$600 | \$1,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| POOL GUNITE | 1975 | 544 | \$4,352 | \$10,880 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COOL DECK PATIO | 1975 | 670 | \$938 | \$2,345 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SCREEN ENCLOSURE | 1975 | 2,085 | \$1,668 | \$4,170 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|-----------------------|-----------|
| TOTAL HOURS | 5.25 |
| | x \$33.29 |
| | |
| | |
| TOTAL PERSONNEL COSTS | \$174.77 |

| DATE | TANGIBLE GOODS OR SERVICES | COST |
|------|-------------------------------------|-------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4 | | |
| | TOTAL TANGIBLE AND/OR SERVICE COSTS | \$ 00 |

The Seminole County Sheriff's Office has incurred actual costs in the amount of **\$174.77** during the investigation and prosecution of the respondent in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator: _____

03-19-08
Date

Attested to this 19th day of **March, 2009**, by

Joann Tamulonis
A Code Enforcement Officer

Estimate of Costs
CEB Case # 08-85-CEB
Scott Weiner & Linda Holden-Weiner (former owners)
Erin Rhodes, Trustee (current owner)

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------|---------|-----------|----------|-------------------|
| <u>Postage</u> | | | | |
| | | | | |
| Regular | 11 | \$.41 | \$ 4.51 | |
| Certified | 11 | \$ 5.32 | \$58.52 | |
| | | | | |
| | | | | \$63.03 |
| | | | | |
| <u>Processing Time for</u> | | | | |
| <u>Code Enforcement and BCC Action</u> | | | | |
| | | | | |
| Code Board Secretary | 3 hours | \$ 38.00 | \$114.00 | |
| Code Board Attorney | 1 hour | \$135.00 | | |
| Planning Manager's Review | 1 hour | \$ 186.00 | | |
| Planning and Development Director's Review | 1 hour | \$ 202.00 | | |
| Deputy County Manager's Review | 1 hour | \$ 259.00 | | |
| County Attorney's Review | 1 hour | \$135.00 | | |
| | | | | \$1,031.00 |
| Other associated costs not captured: | | | | |
| Fleet expense, Phone expense, Utilities, Computer Support | | | | |
| | | | | |
| Costs for Recording Documents - | | | | |
| | | | | |
| # of first page docs - 7 # of additional page docs - 2 | | | | \$87.00 |
| (\$10.00 first page, \$8.50 each additional page) | | | | |
| <u>ESTIMATED COST FOR PROCESSING CASE # 08-95-CEB</u> <u>By the Planning Division</u> | | | | \$1,181.03 |
| | | | | |
| <u>ESTIMATED COST FOR PROCESSING CASE # 08-95-CEB</u> <u>By the Seminole County Sheriff's Office</u> | | | | \$174.77 |
| | | | | |
| <u>TOTAL COST FOR PROCESSING CASE # 08-95-CEB</u> | | | | \$1,355.80 |

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-95-CEB, filed against SCOTT WEINER & LINDA HOLDEN-WEINER and filed by and on behalf of Seminole County, on September 25, 2008, and recorded in Official Records Book 07071, Pages 0647 - 648, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 14 BLOCK A SWEETWATER OAKS SEC 6
PB 18 PG 61 TO 63

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at their
April 14, 2009 regular meeting.

County Attorney